

REMARKS

Claims 1-3, 5-7 and 9-18 are pending. By this Amendment, claims 1-3, 5-7, 10 and 13 are amended and claims 14-18 are added. Support for the added claims, as well as for the amendments to claims 1-3, 5-7, 10 and 13, may be found on p. 25, lines 8-19, and in Figs. 3 and 4, for example. No new matter is added. Reconsideration of the application based on the above amendments and the following remarks is respectfully requested.

Applicant appreciates the courtesies to Applicant's representative during the August 21, 2008 personal interview. The reasons presented during the personal interview as warranting allowance of the pending claims are incorporated into the remarks below, and constitute Applicant's separate record of a summary of the interview.

The Office Action objects to claims 1, 3, 5, 6, 7, 9 and 11. The Office Action appears to indicate that the claims are unallowable without reciting "... configured to ..." or similar language. However, Applicants respectfully submit that "[t]here is nothing inherently wrong with defining some part of [a claimed] invention in functional terms." See MPEP §2173.05(g). Withdrawal of the objections to claims 1, 3, 5, 6, 7, 9 and 11 are respectfully solicited.

The Office Action rejects claims 1, 3, 5 and 10-12 under 35 U.S.C. §102(e) over U.S. Patent No. 7,350,229 to Lander, and claims 2, 6, 7, 9 and 13 under 35 U.S.C. §103(a) over Lander. These rejections are respectfully traversed.

The Office Action cites col. 2, lines 19-24 and 31-38, and col. 3, lines 4-7 of Lander in rejecting claim 1 (the Office Action cites all or some of these passages in rejecting claims 2, 3, 6, 7, 9 and 11-13). These passages are in the "Background of the Invention" section in Lander. The Office Action also cites to various lines in col. 8 and col. 11 in rejecting claims 1-3, 6, 7, 9 and 11-13, which refer to the invention as disclosed in Lander. However, as discussed during the personal interview, the passages in the "Background of the Invention"

section and the passages in the "Detailed Description" section refer to distinct embodiments. For example, the invention in Lander, as disclosed in the "Detailed Description" section, is directed to overcoming problems in the prior art (relative to Lander), as disclosed in the Background section. For example, the Background section discloses that "[t]his second authorization process on the back-end server is redundant" (col. 2, lines 35-38). Thus, one would not have used the back-end server described in the Background section of Lander with the invention disclosed in the Lander Detailed Description.

In reviewing the anticipation standard, the Federal Circuit has stated "[t]o anticipate, every element and limitation of the claimed invention must be found in a single prior art reference, arranged as in the claim." *Brown v. 3M*, 265 F.3d 1349, 1351, 60 USPQ2d 1375 (Fed. Cir. 2001), *cert. denied*, 122 S. Ct. 1436 (2002) (emphasis added). Additionally, other court precedent clarifies the requirements for anticipation, stating that "the reference ... must clearly and unequivocally disclose the claimed compound or direct those skilled in the art to the compound without any need for picking, choosing, and combining various disclosures not directly related to each other by the teachings of the cited reference." *In re Arkley*, 455 F.2d 586, 587, 172 USPQ 524 (CCPA 1972); *see also Sandisk Corp. v. Lexar Media, Inc.*, 91 F. Supp. 2d 1327, 1336 (N.D. Calif. 2000) (stating that "[u]nless all the elements are found in a single piece of prior art in exactly the same situation and united the same way to perform the identical function, there is no anticipation.") and *Aero Industries Inc. v. John Donovan Enterprises-Florida Inc.*, 53 USPQ2d 1547, 1555 (S.D. Ind. 1999) (stating that "[n]ot only must a prior patent or publication contain all of the claimed elements of the patent claim being challenged, but they 'must be arranged as in the patented device' ").

This standard for anticipation is also set forth in MPEP §2131, which states that "the identical invention must be shown in as much detail as is contained in the . . . claim."

Further, although the same terminology need not be used, "the elements must be arranged as required by the claim."

The Office Action improperly ignores these requirements for anticipation by modifying the embodiment of the Background section of Lander with at least one embodiment disclosed in the Detailed Description. Thus, the Office Action picks and chooses which elements to combine from the Background section of Lander with elements from the Detailed Description section. No single embodiment discloses all of the elements of claims 1-3, 6, 7, 9, and 11-13.

Accordingly, reconsideration and withdrawal of the rejection of claims 1-3, 6, 7, 9, and 11-13 under 35 U.S.C. §102(e) as being anticipated by Lander are respectfully requested.

Lander does not disclose, and would not have suggested, storing an association between the second connection authentication information and a connection server address of the connection server ... and the authentication server, in response to receiving the second connection authentication information from the client apparatus, searches the retention unit for the second connection authentication information to determine the connection server address associated with the second connection authentication information, as recited in claim 1, and similarly recited in claims 3, 6, 7 and 13.

The Office Action asserts that Lander discloses a retention unit for storing second connection authentication information generated by the connection server based on user identification information (col. 8, line 47). However, as discussed during the personal interview, this single line only discloses that the front-end server 102 contains a memory. There is nothing in this line, or otherwise in Lander, that discloses, or reasonably would have suggested, storing an association between the second connection authentication information and a connection server address of the connection server ... and the authentication server, in response to receiving the second connection authentication information from the client

apparatus, searches the retention unit for the second connection authentication information to determine the connection server address associated with the second connection authentication information, as recited in claim 1, and similarly recited in claims 3, 6, 7 and 13. As such, Lander does not disclose, and would not have suggested, the subject matter recited in claims 1, 3, 6, 7 and 13. Claim 2 depends from claim 1. Thus, Lander does not disclose, and would not have suggested, the subject matter recited in claims 1, 3, 6, 7 and 13.

Accordingly, reconsideration and withdrawal of the rejections of claims 1-3, 6, 7 and 13 under 35 U.S.C. §§102/103 are respectfully requested.

Lander does not disclose, and would not have suggested, transmitting, independent of the authentication server, the first connection authentication information to the connection server address of the connection server, as recited in claim 1, and similarly recited in claims 6 and 13.

The Office Action asserts that Lander discloses transmitting the first connection authentication information to the connection server address of the connection server. Citing Lander col. 2, lines 34-38. However, as discussed during the personal interview, this passage only discloses that a second authentication process is executed to check the authenticity of the user. Nothing in this passage, or otherwise in Lander, discloses, or would have suggested, transmitting, independent of the authentication server, the first connection authentication information to the connection server address of the connection server, as recited in claim 1, and similarly recited in claims 6 and 13.

Accordingly, reconsideration and withdrawal of the rejections of claims 1, 6 and 13 under 35 U.S.C. §§102/103 are respectfully requested.

Lander does not disclose, and would not have suggested, switching from a state in which authentication information is not allowed to be received from the client address, independent of the authentication server, to a state in which authentication information is

allowed to be received from the client address, independent of the authentication server, as recited in claim 5, and similarly recited in claims 7, 10 and 13.

The Office Action asserts that Lander discloses allowing authentication information to be received from the client address (col. 2, lines 32-33). However, as discussed during the personal interview, this passage only discloses that a prompt is sent to the user from an unspecified source. The passage does not say anything about the back-end server (which the Office Action asserts corresponds to the connection server) switching states. Nothing in this passage, or otherwise in Lander, discloses, or would have suggested, switching from a state in which authentication information is not allowed to be received from the client address, independent of the authentication server, to a state in which authentication information is allowed to be received from the client address, independent of the authentication server, as recited in claim 5, and similarly recited in claims 7, 10 and 13.

Accordingly, reconsideration and withdrawal of the rejections of claims 5, 7, 10 and 13 under 35 U.S.C. §§102/103 are respectfully requested.

Lander does not disclose, and would not have suggested, storing second connection authentication information generated by the connection server, as recited in claim 1 and similarly recited in claim 12.

The Office Action asserts that Lander discloses storing second connection authentication information generated by the connection server (col. 8, line 47). However, as discussed above, and as discussed during the personal interview, this line only discloses that the front-end server (which the Office Action asserts corresponds to the authentication server) contains a memory. Nothing in this line, or otherwise in Lander, discloses, or would have suggested, storing second connection authentication information generated by the connection server, as recited in claim 1 and similarly recited in claim 12. Withdrawal of the rejections of claims 1 and 12 under 35 U.S.C. §§102/103 are respectfully solicited.

Lander does not disclose, and would not have suggested, a retention unit for storing local authentication information, which is previously supplied from the connection server, the local authentication information associating unique information of the client apparatus with at least one of a user name and a password previously provided to the connection server, as recited in claim 9.

The Office Action asserts that Lander discloses a retention unit for storing local authentication information (col. 8, line 47). However, as discussed above, and as discussed during the personal interview, this line merely discloses that the front-end server (which the Office Action asserts corresponds to the authentication server) contains a memory. Furthermore, claim 9 recites "the client apparatus comprising ... a retention unit[.]" Thus, even if one were to mistakenly assert that the memory disclosed in Lander contains all of the features recited in claim 9, the memory is located in the front-end server and not in the client apparatus, as required by claim 9. Accordingly, Lander does not disclose or suggest the subject matter recited in claim 9. Reconsideration and withdrawal of the rejection of claim 9 under 35 U.S.C. §§102/103 are respectfully requested.

Lander does not disclose, and would not have suggested, that the client apparatus calculates first authentication information unique to the client apparatus to register the first authentication information in the connection server, as recited in claim 11.

The Office Action asserts that Lander discloses that the client apparatus calculates first authentication information unique to the client apparatus (col. 2, lines 32-33). However, as discussed during the personal interview, this passage only discloses that the user may be prompted to sign onto the application. Thus, the passage does not disclose that the client apparatus calculates anything, much less that it calculates first authentication information unique to the client apparatus to register the first authentication information in the connection server. Nothing in this passage, or otherwise in Lander, discloses, or would have suggested,

that the client apparatus calculates first authentication information unique to the client apparatus to register the first authentication information in the connection server, as recited in claim 11. Thus, Lander does not disclose or suggest the subject matter recited in claim 11. Reconsideration and withdrawal of the rejection of claim 11 under 35 U.S.C. §§102/103 are respectfully requested.

Added claims 14-17 depend from claims 1, 5, 12, and 13, respectively. Thus, added claims 14-17 are allowable at least based on their dependency on these claims, which are allowable at least for the reasons presented above, and also based on the additional subject matter added claims 14-17 recite. Added claim 18 recites "the connection server includes a second retention unit that stores unique information which is unique to the client apparatus and the user identification information." Lander does not disclose, and would not have suggested, this feature (see, for example, the discussion of claim 11 above).

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable consideration and prompt allowance of claims 1-3, 5-7 and 9-18 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Attachment:

Petition for Extension of Time

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